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Attorney for William Tyler Horn

SUPERIOR COURT OF CALIFORNIA
COUNTY OF LOS ANGELES – STANLEY MOSK COURTHOUSE

FIRST AMERICAN TITLE
INSURANCE CO

VS.

4068 NEWTON STREET, TORRANCE,
CA 90505

Case No.: **22STCP03646**

WILLIAM TYLER HORN'S OBJECTION
TO AVNER & KAUFMAN'S CLAIM OF
SURPLUS FUNDS, MEMORANDUM AND
AUTHORITIES; DECLARATION OF WILLIAM
TYLER HORN & HAMID SOLEIMANIAN,
GEORGE SOEHNGEN; TIMOTHY ANDERSON
IN SUPPORT THEREOF

Date: 12/08/2022

Place: Dept. 61

Time: 10:00 A.M.

Judge: Hon. Gregory Keosian

TO THE COURT AND ALL INTERESTED PARTIES AND THEIR ATTORNEYS OF RECORD:

NOTICE IS HEREBY GIVEN THAT William Tyler Horn hereby objects to Avner & Kaufman's
claim to Surplus funds filed with the Court on November 14, 2022, and alleges as follows:

Avner and Kaufman's claim should be denied because of false and fraudulent representation, intent
of elder financial abuse, practicing law without a license, and acting as a foreclosure consultant
without being one.

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2 Date: 11/22/2022
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HAMID SOLEIMANIAN
Signature of Hamid Soleimanian,
attorney for William Tyler Horn

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1 that Avner & Kaufman is afraid for the Court to see that they are charging 1/3 of the gross
2 recovery as their fee.

- 3 6. Paragraph 9 of the assignment provides that by signing the assignment, Horn hereby
4 transfers and assigns to Assignee, his beneficial interest to pursue Principal's rights, title,
5 and interest in Excess Proceeds.
- 6 7. William Tyler Horn signed documents on September 28, 2022, with Avner & Kaufman, a
7 non-lawyer firm based on Avner & Kaufman's misleading statements about their
8 capability to reverse the foreclosure sale of William Tyler Horn's property and lies such
9 as a lawsuit for wrongful foreclosure against the lender, Bank of America to fraudulently
10 induce William Tyler Horn to sign many documents including. Avner & Kaufman never
11 intended to perform the services promised and in fact never did.
- 12 8. On or about November 02, 2022, William Tyler Horn was evicted by the local Sheriff
13 from his property and is homeless since then.
- 14 9. Based on evidence, Maxwell Schlosser and others are a group of non-lawyers who use
15 various LLC business names, such as Oak Tree Legal Services, The Hendricks Group
16 LLC, and recently added Avner & Kaufman, LLC by practicing illegal practice of law
17 without a CA Bar license, who have a track record of repeatedly defrauding and
18 purposefully causing severe harm and suffer to their clients who were entitled to excess
19 proceeds post foreclosure of their properties, through misleading hopes and lies about
20 their capability and experience in reversing the foreclosure sales of their clients'
21 properties and puffing about pursuing their client's previous mortgage lenders for millions
22 of dollars in return for damages to increase their clients return. Oak Tree and Hendricks
23 share the same address.
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1 **10.** There are other victims who have been and are still going through their horror story
2 dealing with the group behind Avner & Kaufman, Oak Tree and the Hendricks Group. See
3 Declaration of George Sohngen and Tim Anderson.
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6
7 Date: 11/22/2022

HAMID SOLEIMANIAN

Signature of Hamid Soleimanian,
attorney for William Tyler Horn

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2 *Walker v. Rich*, 79 Cal. App. 139 (Cal. App. 1926). If an assignment is made with the
3 fraudulent intent to delay, hinder, and defraud assignors, then it is void as fraudulent in
4 fact. In this case, the intent to defraud is clear by attempting to deprive all rights of Horn in
5 exchange for recovery of the Surplus funds. Mr. Horn never intended such transfer of right.
6 The parties must intend to effectuate an assignment at the time of the transfer, although
7 no particular language or procedure is necessary. As long ago as the case of *National*
8 *Reserve Co. v. Metropolitan Trust Co.*, 17 Cal. 2d 827 (Cal. 1941), the court held that in
9 determining what rights or interests pass under an assignment, the intention of the parties
10 as manifested in the instrument is controlling.

11 A voidable contract occurs when one of the involved parties would not have agreed to
12 the contract originally if they had known the true nature of all of the elements of the
13 contract prior to original acceptance. With the presentation of new knowledge, the
14 aforementioned party has the opportunity to reject the contract after the fact.
15 Alternatively, a contract is voidable when one or both parties were not legally capable
16 of entering into the agreement.

17 The Court shall void the assignment agreement based on fraud committed by Avner &
18 Kaufman and based on intention of Horn.

DECLARATION OF WILLIAM TYLER HORN

I, William Tyler Horn, declare the following:

1. I have personal knowledge of the facts stated herein and could testify to the truth of the matters asserted herein. I am 79 years old with poor eyesight.
2. I am the previous owner of the property located at 4068 Newton Street, Torrance, CA 90505.
3. On May 03, 2022, my property was foreclosed through a foreclosure auction (TS # CA2100286900).
4. On August 08, 2022, I retained attorney Hamid Soleimanian to assist me with the recovery of my Surplus funds and terminated all other firms previously representing me regarding the same matter.
5. Intentionally left blank
6. On August 12, 2022, I discovered that none of the previous firms who were representing me, filed a response to the Unlawful Detainer lawsuit against me as they said they would and as the result, the default judgment was entered against me.
7. Intentionally left blank.
8. On September 28, 2022, I was misrepresented and misled into signing documents giving Avner & Kaufman the ,”Authority to act as my agent”, and unknowingly provided them full authority to assert claim to Surplus funds, to manage and conduct all affairs and legal rights available to the “William Tyler Horn revocable Trust”, to open and maintain my bank accounts, giving them authority to make deposits and withdrawals, negotiating or endorsing any of my checks, and to recover proceeds of the sale by executing any Affidavit or statement of claim, which were not legible to me because of the unusually small font size print, believing the lies and sales tactics of their representative “Dean London”, who told me that

1 the foreclosure sale of my property was wrongful and promised me that Avner & Kaufman
2 would reverse the foreclosure sale of my property, prevent the eviction and sue my previous
3 mortgage lender Bank of America for wrongful foreclosure, which was all a lie. Therefore, I
4 signed a Termination letter terminating my current attorney's representation, Hamid
5 Soleimanian. I reinstated his representation by filing my claim in this action through him.
6

7 **EXHIBIT "A"**

- 8 9. On September 28, 2022, I heedlessly signed an Assignment Agreement assigning all my
9 interest to the property commonly known as 4068 Newton Street, Torrance, CA 90505. The
10 consideration for this assignment includes possible reversal of the foreclosure sale and the
11 recovery of the Surplus funds which was never materialized. **EXHIBIT "B"**
12

- 13 10. On or about October 14, 2022, the eviction notice was posted on my door by the Sheriff.

14 **EXHIBIT "C"**

- 15 11. On or about November 02, 2022, I was evicted from my home.
16 12. I am homeless, with little to no money, currently live in a hotel and am in desperate need of
17 my surplus funds to survive.
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1 13. I would have never assigned the rights to the only funds I have remaining for survival, if Dean
2 London from Avner & Kaufman had not misled and defrauded me with lies about the reversal
3 of the sale of my property.

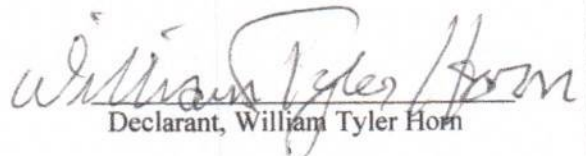
4 14. I did not know that I am assigning all of my rights to the Surplus funds in exchange for
5 nothing. I did not know the content of the documents that I signed.

6 15. Based on information ~~I have from my attorney~~ Maxwell Schlosser & Avner & Kaufman are a
7 group of non-lawyers who scam people like me. They use various LLC business names, such
8 as Oak Tree Legal Services, The Hendricks Group LLC, and recently added Avner &
9 Kaufman, LLC by practicing illegal practice of law without a CA Bar license, who have a
10 track record of repeatedly defrauding and purposefully causing severe harm and suffer to their
11 clients who were entitled to excess proceeds post foreclosure of their properties same as me,
12 through misleading hopes, fake promises and lies about their capability and experience in
13 reversing the foreclosure sales of their clients' properties and lying about pursuing their
14 client's previous mortgage lenders for millions of dollars in return for damages to increase
15 their clients return. Oak Tree and Hendricks share the same address. **EXHIBIT D**

16 16. I hereby terminate and revoke Avner & Kaufman's representation as my attorney in fact and
17 the assignment agreement. **EXHIBIT E**

18 I declare under penalty of perjury under the laws of the State of California that the foregoing is true
19 and correct.

20 Dated: 4/22/22

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22 Declarant, William Tyler Horn

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- I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING IS TRUE AND CORRECT.

HAMID SOLEIMANIAN.

Signature of Hamid Soleimanian,
attorney for William Tyler Horn

DECLARATION OF GEORGE SOEHNGEN

1. I am 80 years old. I have personal knowledge of the facts set forth herein except of those matters based on information and belief, and as to those matters, I believe them to be true, and if called upon as a witness, I could and would competently testify to the truth of the statement(s) made herein.
2. On March 1, 2022, I, as owner, held the grant deed title to the property located at 1861 Toyon Drive, Concord, CA 94520.
3. On March 2, 2022 someone auctioned my property as a non-judicial foreclosure sale at the stated request of a self-proclaimed trustee, Prober & Raphael, represented by a Richard McGuire. (TS # MAED 077-224)
4. The sale generated \$ 506,272.65 over and above all claimed debts against the property, which sum we call Surplus funds.
5. A Dean London, just prior to that auction, contacted me and asserted that that my house was wrongfully being foreclosed and that the Hendricks Group, which was his principle, could get up to \$2,000,000 in lawsuit damages for me. In exchange, they would collect 33% of those damages. If they do not prevail, I would lose nothing.
6. On March 03, 2022, the day after the auction of my property took place, Dean London again contacted me, and told me to meet with their waiting notary, which notary had a document ready for me to read, for me to then sign.

- 1 7. When I met the notary on a parking lot, the notary handed me 2 copies of an unexecuted multipage
2 documents which I had never seen before. He then requested my signature. Not having enough
3 time to fully digest the nuances of that document, I handwrote at the bottom of that document,
4 doing so before I signed it, that I reserve the right to rescind the contract within a stated number of
5 days. I then signed it. Not being near a copy center, Dean London agreed over the phone to email
6 me a copy of the executed document. He never sent that copy. The notary only gave me a copy of
7 the unexecuted document.
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- 9
- 10 8. When I later studied the unexecuted copy of that document, I realized that I not only agreed to
11 give Hendricks 33% of any damage award, which term I was ok with, but also agreed to give 33%
12 of the Surplus funds, which term I did not agree to. Feeling deceived, as well as not agreeing to
13 that term, I exercised my right to, and did in fact timely revoke my signature from that Hendricks
14 document.
15
- 16 9. On or about March 05, 2022, I mailed a copy of my written revocation notice to the Hendricks
17 Group, which its receipt was acknowledged by Dean London over the phone, but Hendricks never
18 notified the Trustee of my revocation of the Assignment.
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- 21 10. Later, I learned that Hendricks had introduced a totally different document to the Trustee, which I
22 never saw, let alone never signed. The Trustee wrote in an email that based on the assignment
23 agreement, which Hendricks had provided the Trustee, Hendricks now owns the rights to my fund,
24 therefore I retained attorney Soleimanian for a limited scope of services to notify the Trustee and
25 the Hendricks Group, a second time of my revocation of their representation. See **EXHIBIT "G"**
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11. On or about June 16, 2022, the Trustee wrote in the email that based on a document that I signed, captioned Affidavit Assignment, and that Hendricks claims that my revocation has no validity terminating the Hendricks right to the funds; that Prober & Raphael will interplead the funds in the Contra Costa County Superior Court. Case # N22-1740. In fact, I never signed that particular document. See **EXHIBIT "H"**

12. On or about November 02, 2022, attorney Nada Dhahbi, representing the Hendricks Group filed a "Notice of Objection to Claim filed by Vexatious Litigant", objecting my claim to the Surplus funds in the amount of \$ 506,272.65, as the rightful owner; the "Declaration of Maxwell Schlosser in Support of claim for Distribution of Surplus funds and a purposed "Order for claim of Distribution of Surplus. See **EXHIBIT "I"**.

13. I would have never assigned my rights to my \$ 506,272.65, to anyone for nothing.

13. I never received any service or good and valuable consideration from Hendricks Group at any time.

I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING IS TRUE AND CORRECT.

Date: 11/28/2022

DocuSigned by:
George Soehngen
0B6DE320AA0A4BE...
George Soehngen, Declarant

DECLARATION OF TIMOTHY ANDERSON

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2 1. I am 65 years old. I have personal knowledge of the facts set forth herein except of those matters
3 based on information and belief; as to those matters, I believe them to be true, and if called upon as a
4 witness, I could and would competently testify to the truth of the statement(s) made
5 herein.
6

7 2. I am the former owner of the property located at 1169 Alfred Ave, Walnut Creek, CA 94547.

8 3. On September 08, 2021, my property located at the address above was foreclosed in a 'non
9 judicial' foreclosure sale. (TS #CA-19-852658-JB)

10 4. The sale generated the net amount \$149,361.78 in Surplus funds, after all claims against the
11 property was paid off by the foreclosure Trustee, Quality Loan Service Corporation.
12

13 5. On September 10, 2021, a Joe Lock from a firm by name of Oak Tree Legal Services contacted
14 me right after the sale claiming that Oak Tree is a law firm who ONLY goes after lenders for
15 wrongful foreclosure and malpractice. He asserted that Oak Tree had discovered a lot of red flags
16 before the sale, and they claimed that my house was wrongfully foreclosed. He explained that Oak
17 Tree has nothing to do with recovering the Surplus funds from foreclosure sales and only goes after
18 suing lenders for damages. In my case, the lawsuit would be a little over \$3,000,000 in damages and
19 oak Tree would charge 33% from the damages, if recovered. If they are not successful, I wouldn't
20 have to pay anything for their services.
21

22 6. On September 10, 2021, Joe lock sent a notary over to my house to get the documents notarized.
23 Even though Joe Lock called me from Oak Tree LS, the company name on the documents showed a
24 different name, Equity Law Group. This I didn't realize until February 2022, where I finally obtained
25 copies of the executed documents from the foreclosure Trustee. In February 2022, it was learned out
26 Equity Law Group was dissolved sometime in September 2021.
27

1 7. The last time I was contacted by Oak Tree LS was through a text from Joe Lock was on February
2 10, 2022, where "Joe Lock", likely a fake name attached to cell # 909-757-5921.

3 8. Intentionally left blank.

4 9. Intentionally left blank.

5 10. I did not hear back from Oak Tree LS, so I contacted the foreclosure Trustee, Quality Loan
6 Services directly and the manager

7
8 of the Surplus department, Kristina Klam, told me that my check in the amount of \$149,361.78 was
9 mailed to Oak Tree on or about January 12, 2022, and Oak Tree had deposited the check in their
10 account, not a trust account as required by law; the 3rd party check could not have been laundered
11 without help of an asset at Chase Manhattan.
12

13 11. On 01/13/2022, after speaking with the Trustee, and repeatedly ignored and misled by Oak
14 Tree/Equity Law Group, I was contacted via text by Joe Lock from Oak Tree LS. He admitted the
15 money had been deposited, but claimed, it would take a couple of weeks to clear. As of today, I have
16 not heard back from them, and my money was apparently stolen.
17

18 See **EXHIBIT "J"**.

19 12. On 01/28/2022 "Frank Morgan", from frank.morgan@equitylawgroup.net sent an email claiming
20 he would make contact regarding my Surplus funds; and never followed up. See **EXHIBIT "K"**.

21 13. On or about February 13, 2022, I contacted attorney David Kozich Bar # 102675, whose name
22 was on the authorization letter I signed with Oak Tree on September 10, 2022; he was asked about
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1 my funds, he replied that he will find out and get back to me. As of today, I have not heard back from
2 him.

3 14. After obtaining a copy of the Surplus check from the foreclosure Trustee, I noticed that Oak Tree
4 LS had forged my initials and deposited my check into their business account in the beginning of
5 January 2022 and I realized that I was scammed by Joe Lock/Oak Tree LS/Equity Law Group and my
6 Surplus in the amount of \$149,361.78 was stolen. See **EXHIBIT "L"**.

7
8 15. On February 10, 2022, I filed a complaint with the State Bar of California against these
9 fraudsters. See **EXHIBIT "M"**.

10 16. On or about February, I retained attorney Hamid Soleimanian to write a demand letter to David
11 Kozich, for my funds to be sent to me, with no response from Kozich at any time. The State Bar
12 complaint was filed and Kozich was advised that another attorney, who worked with these group
13 scammers was in the process of getting disbarred for many counts of fraud. He is disbarred now.

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15 17. As of today, I have not received my Surplus money in the amount of \$149,361.78, from Oak
16 Tree/Equity Law Group. My money was stolen, thanks to Chase Bank's money laundering agent.

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20 Date: 11/29/2022



Timothy Anderson, Declarant

EXHIBIT “A”

AAVNER & KAUFMAN
17777 Center Court Drive Ste. 600
Cerritos, CA 90703

AUTHORITY TO ACT AS AGENT (ATTORNEY-IN-FACT)

Date: WILLIAM TYLER HORN TRUSTEE TO THE WILLIAM TYLER HORN, REVOCABLE TRUST DATED MAY 18, 2009

Attn: FIRST AMERICAN TITLE INSURANCE

WILLIAM TYLER HORN TRUSTEE TO THE WILLIAM TYLER HORN, REVOCABLE TRUST DATED MAY 18, 2009, "Principal", does hereby and expressly grant full authority to Avner & Kaufman, LLC to represent, and act as agent in the matter concerning the trustee sale number CA2100286900; the nature and scope of such full authority shall include (but not be limited to) the following:

- To communicate with FIRST AMERICAN TITLE INSURANCE directly and act as Attorney-in-Fact to WILLIAM TYLER HORN TRUSTEE TO THE WILLIAM TYLER HORN, REVOCABLE TRUST DATED MAY 18, 2009 concerning the Trustee Sale Number CA2100286900 of the property located at 4068 NEWTON ST, TORRANCE, CA, 90505 by CA2100286900 on May 3, 2022
- To assert any Claims to Surplus Funds made pursuant to CA Civ. Code §2924k and/or any Post Foreclosure Action taken hereunder
- To manage and conduct all affairs and exercise all legal rights available to WILLIAM TYLER HORN TRUSTEE TO THE WILLIAM TYLER HORN, REVOCABLE TRUST DATED MAY 18, 2009 regarding the above trustee sale.
- To allow Avner & Kaufman, LLC, in its own name and for the benefit of WILLIAM TYLER HORN TRUSTEE TO THE WILLIAM TYLER HORN, REVOCABLE TRUST DATED MAY 18, 2009 to prosecute, collect, settle, compromise and file a claim with or without legal representation
- To open and maintain, and/or close bank accounts with financial institutions; making of deposits and withdrawals; negotiating or endorsing any checks or other instruments
- To recover proceeds of sale to execute any affidavit or Statement of Claim for Surplus Funds resulting from the trustee sale, and all other remedial action hitherto.

WILLIAM TYLER HORN TRUSTEE TO THE WILLIAM TYLER HORN, REVOCABLE TRUST DATED MAY 18, 2009 does hereby revoke any and all authorizations and/or agencies that have been signed before this date and any representation made by other parties as to their authorization to communicate on his or her behalf. WILLIAM TYLER HORN TRUSTEE TO THE WILLIAM TYLER HORN, REVOCABLE TRUST DATED MAY 18, 2009 further declares under the penalty of perjury that he/she will not execute a similar agreement hereafter with any other persons or entity

This claim is made and this form is executed and I declare the foregoing to be true under penalty of perjury under the laws of the State of California.


WILLIAM TYLER HORN

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and accuracy or validity of that document.

State of _____
County of _____

On _____ before me _____

Personally appeared WILLIAM TYLER HORN who proved to me on the basis of satisfactory evidence to be the persons whose name is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

see next page.

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles

On 9-28-2022 before me, EA Araque, Notary Public
(Insert name and title of the officer)

personally appeared William Tyler Horn
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature  (Seal)

AVNER & KAUFMAN

17777 Center Court Drive N Ste. 600
Cerritos, CA 90703

WILLIAM TYLER HORN
4068 NEWTON ST
TORRANCE, CA 90505

Sep 28, 2022

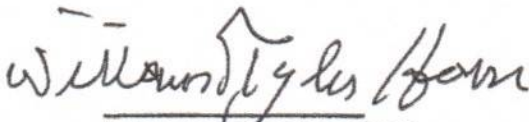
DILLIGENT RECOVERY AND LAW OFFICES OF HAMID SOLEIMANIAN
16633 VENTURA BLVD SUITE 503
ENCINO, CA 910436

Attn. DILLIGENT RECOVERY AND LAW OFFICES OF HAMID SOLEIMANIAN
Re: Termination of Attorney-Client Relationship Effective Immediately

Please be advised I hereby terminate our attorney-client relationship as of the date of this letter. I shall no longer require your services with regards to TRUSTEE SALE NO.: CA2100286900. You are no longer authorized to communicate with the Trustee FIRST AMERICAN TITLE INSURANCE or any party on my behalf regarding any matter whatsoever. You are demanded not to make any further contact with me. Please email a copy of the clients' entire file to my new counsel at your soonest convenience.

Thank you for your prompt attention to this matter.

Signed:

A handwritten signature in black ink that reads "William Tyler Horn". The signature is written in a cursive, flowing style with a large, stylized "H" at the end.

WILLIAM TYLER HORN

Attach Notary Acknowledgment

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles

On 9-28-2022 before me, EA Araque, Notary Public
(Insert name and title of the officer)

personally appeared William Tyler Horn
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)

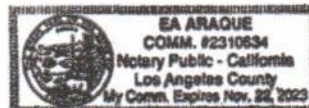


EXHIBIT “B”

ASSIGNMENT AGREEMENT

**Client: WILLIAM TYLER HORN TRUSTEE TO THE WILLIAM TYLER HORN, REVOCABLE TRUST
DATED MAY 18, 2009**

Property: 4068 NEWTON ST, TORRANCE, CA 90505

This Assignment Agreement is entered into between WILLIAM TYLER HORN TRUSTEE TO THE WILLIAM TYLER HORN, REVOCABLE TRUST DATED MAY 18, 2009 ("Principal") and Avner & Kaufman, LLC ("Assignee") performing all services as outlined below.

1. Assignment: In consideration of the Scope of Services as set forth below, Assignor, hereby transfers and assigns to Assignee, all Assignor's beneficial interest to the property commonly known as 4068 NEWTON ST, TORRANCE, CA 90505 that was foreclosed upon under Trustee Sale CA2100286900.

2. Scope of Services: Assignee shall provide services in the following matter: Take all reasonable and necessary steps to investigate for a possible cause of action and/or file an action for removal of all foreclosure activity, to investigate and possibly prosecute an action for wrongful foreclosure (leading to an action that may lead to a rescission of the sale and/or the recovery of the deprived monetary value) and recovery of proceeds of sale (if any) from the Trustee Sale. This Agreement does not cover any other representation or representation on appeal or in execution proceedings after judgment. Separate arrangements must be agreed to for those services. Services in any matter not described above will require a separate written agreement. Principal hereby assigns to Assignee all rights and authority to pursue the rights of the Principal and interest in Excess Surplus Proceeds under CA Civ. Code §2924k as a result of the Trustee Sale CA2100286900 and authorize Assignee to take such action as it deems appropriate including but not limited to retaining of counsel to represent the Principal to obtain the release of any such Excess Proceeds to which the Principal may have an interest or claim including filing in any lawsuit in the name of the Principal, if appropriate.

3. Fees for Services: Assignee services shall assume any and all risks associated with the scope of services performed for the Principal. No upfront fees shall be charged to the Principal. If in the event that Excess Proceeds are collected by Assignee, Principal agrees [REDACTED] In addition, the Principal agrees that all court costs and attorney's fees incurred in any action shall be deducted from the total amount of Excess Proceeds collected by Assignee prior to any distribution of said proceeds collected. In the event that there are no Excess Proceeds to collect, the Principal/Assignor shall have to pay ZERO DOLLARS.

4. Purpose of Agreement: The parties do hereby agree that the purpose of the agreement is for Assignee to secure its interests for services rendered or performed on the behalf of the Assignor.

5. Voluntary Agreement: Principal/Assignor acknowledges and agrees that this Agreement has been entered into freely and voluntarily, without duress, fraud, or undue influence. Principal/Assignor further acknowledges and agrees that Assignee Fees for Services of the net recovery has been arrived at on arm's length basis and is fair and reasonable considering the financial and other risks to Assignee.

6. Disclaimer of Guarantee: Nothing in this Agreement and nothing in our statements to you will be construed as a promise or guarantee about the outcome of the matter. At the time this agreement is

executed, the parties do not know whether Excess Proceeds may be subject to claims of subordinate lien holders including the State and Federal Government(s). If during the performance of its services hereunder, Assignee determines that Excess Proceeds may be subject to such claims, Assignee shall have the right to take such action as it deems appropriate with respect to such claims including but not limited to, acknowledging the superiority of that claim, and/or negotiating compromises.

7. Warranty of Assignment: Principal avow and declare that he/she/they have not previously assigned any interest in the Excess Proceed to any persons or entity and/or entered into any other agreement or contract for the collection of any such Excess Proceeds which has not been disclosed and hereby expressly acknowledges that such avowal is material to previously been disclosed and hereby expressly acknowledges that such avowal is material to Assignee agreeing to undertake the Services contemplated hereunder.

8. Receipt of Proceeds: All proceeds of Principal's case shall be prepared for disbursement subject to any banking requirements and restrictions placed upon them. This includes any other additional procedures that may be required by the banking industry. If a disbursement is made payable to the client, disbursement shall be deposited into an account agreed upon by Client, less the agreed upon Fees.

9. Exclusivity of Assignment: By signing this agreement, Principal acknowledges that they are hereby transferring and assigning to Assignee, Principal's beneficial interest to pursue Principal rights, title, and interest in the Excess Proceeds, as subject to the terms and conditions of this agreement. Principal hereby grants a Contractual Lien to the Assignee on any and all claims or causes of action that are subject of this contract for any sums due and owing at the conclusion of our services. The lien will attach to any recovery that may be obtained, whether by judgment, settlement, or otherwise. Principal warrants and agrees not to take any action that may in any manner challenge, cancel, repudiate, contest, defeat, reduce, delay, impair or prevent Assignee receipt of full payment of the Fees for Service from the Principal except as otherwise provided by law. Principal hereby agree that they will not execute a similar agreement hereafter with any other persons or entity. Such an avowal is material to Assignee agreeing to undertake the Services contemplated hereunder.

10. Assignee Risk: Principal and Assignee acknowledge and agree that the assignment involves financial and other risks to Assignee due to numerous factors, including but not limited to: (i) the risks of delay in the administration of the Trustee Sale, (ii) unforeseen claims of persons or entities to all or a portion of the Excess Proceeds, or (iii) unforeseen litigation affecting the distribution of the Excess Proceeds to Assignee.

11. Agreement to Cause Distribution: Principal agrees to promptly take all reasonable steps, as may be requested by Assignee, to assist, facilitate, and/or cause the unimpeded recovery of any for of Excess Proceeds, including, without limitation, the execution of any pleading, motion, document or other instrument that may be reasonably requested by Assignee.

12. Principal's Representations: Principal represents and warrants to Assignee, and Assignee hereby relies on each and every of the following in entering into this Agreement:

a. Principal has a legitimate interest in said Trustee Sale and to the Excess Proceeds. Principal

maintains that their beneficial interest arises from being a trustor, mortgagor, trustee, executor, or successor at the time of the Trustee Sale. Principal is not aware of any person who has or may contest Principal's entitlement to the Excess Proceeds, unless duly disclosed prior to signing this agreement. Principal knows of no limitations upon Principal's right to freely assign Principal's beneficial interest to Assignee.

b. Principal has a legitimate interest in said Trustee Sale and to the Excess Proceeds. Principal maintain their interest arises from being familiar with the property and the former property owners as it related to said Trustee Sale. Principal may not be aware of any person who has or may contest Principal's entitlement to the Excess Proceeds, unless duly disclosed prior to signing this agreement. Principal knows of no limitations upon Principal's right to freely assign Principal's beneficial interest to Assignee.

c. Principal is not aware of any actual or potential claims against Principal or the subject property that would delay the completion of any claim to Excess Proceeds and/or materially reduce Principal's beneficial interest in the Excess Proceeds or cause any or all of Principal's interest therein to be distributed to any third party, including, without limitation, any federal, state or other taxes, charges, assessments or other liens.

d. Principal is authorized to enter into this Agreement, is competent to do so, and does so willingly and freely.

e. Principal will not be in violation or breach of any other agreement or legal obligation by entering into this agreement and carrying out the terms of this agreement.

f. All representations and warranties of Principal set forth above are true and correct at the time of the execution of this Agreement and unless Principal otherwise advises Assignee in writing, they shall remain in effect and be true at all times until Assignee has received the Assigned Fees and this Agreement has been fully and finally performed by the parties

13. Principal's Breach of Agreement: SHOULD PRINCIPAL BREACH ANY OF THE TERMS OF THIS AGREEMENT, OR SHOULD ANY OF PRINCIPAL'S REPRESENTATIONS OR WARRANTIES PROVE TO BE FALSE OR BE VIOLATED, OR SHOULD PRINCIPAL IN ANY MANNER PREVENT, CONTEST, OR CHALLENGE THE DELIVERY OF THE ASSIGNED FEE TO ASSIGNEE, ASSIGNEE SHALL BE ENTITLED TO ALL COSTS INCURRED TO ENFORCE THE PROVISIONS OF THIS AGREEMENT AND RECOVER THE ASSIGNED AMOUNT, TOGETHER WITH REASONABLE ATTORNEY'S FEES INCURRED BY ASSIGNEE, SHALL BE PAID FROM ANY REMAINING PORTION OF THE PRINCIPAL'S INTEREST IN EXCESS PROCEEDS; OR IF NONE, BY THE PRINCIPAL, INDIVIDUALLY.

14. Tax Implications: By executing this Agreement, Principal acknowledges that Assignee has made no representations to Principal as to the income, inheritance or any other tax implications to Principal of this transaction, and that he or she has either consulted with his or her own tax advisor or legal counsel or has chosen not to do so.

15. Benefits of Parties: This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, personal representatives, successors, spouses, and assigns. No assignments by any party shall relieve the assigning party from any obligation, duty, representation,

warranty, or agreement absent an express written release given by the non-assigning party.

16. **Notices:** All notices, requests, demands, and other communications provided for by this Agreement shall be in writing and unless otherwise specifically provided for herein, shall be deemed to have been given upon hand delivery or delivery by courier service or three (3) days after the time when deposited with the United States Post Office, enclosed in a registered, certified, or other postage-paid envelope, addressed to Assignee at the address of 17777 Center Court Drive N. Ste 600 Cerritos, CA 90703. The address for notice may be changed by written notice, which shall be effective only upon receipt.

17. **Modification by Subsequent Agreement:** This Agreement may be modified by subsequent agreement of the parties only by an instrument in writing signed by both of them or an oral agreement only to the extent that the parties carry it out.

18. **Entire Agreement:** This Agreement contains the entire agreement of the parties. No other agreement, statement or promise made on or before the effective date of this Agreement will be binding on the parties.

19. **Severability in Event of Partial Invalidity:** If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire Agreement will be severable and remain in effect.

20. **Language:** Client acknowledges that he/she understands English, has read and understood this Agreement and that if he/she has any questions, that he will seek independent counsel.
PRINCIPAL ACKNOWLEDGES THAT PRINCIPAL HAS READ THIS AGREEMENT, INCLUDING ANY ATTACHMENTS. PRINCIPAL IS AWARE THAT THIS AGREEMENT AFFECTS PRINCIPAL'S LEGAL RIGHTS. PRINCIPAL HAS THE RIGHT TO CONSULT WITH LEGAL COUNSEL, CONCERNING THIS TRANSACTION PRIOR TO SIGNING THIS AGREEMENT.

IN WITNESS WHEREOF, the undersigned have caused this Agreement, to be executed and delivered on the date indicated below

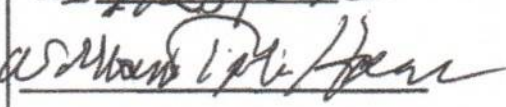
Date: <u>4/28/22</u>  WILLIAM TYLER HORN Principal/Assignor	Date: _____ _____ Avner & Kaufman, LLC Assignee
---	--

EXHIBIT “C”

NOTICE TO VACATE

By virtue of a Writ of Possession of Real Property, a copy of which is attached.
YOU ARE ORDERED TO VACATE THE PREMISES DESCRIBED IN THIS WRIT NOT LATER
THAN: 10-19 2022

852

DAN

NOTICE TO VACATE

WRIT OF EXECUTION

Canada and the United States and the World Bank.

EXHIBIT “D”

User Review
By Leesa J.
Las Vegas, NV
October 17, 2022

Avner & kaufman aka oaktree legal aka oak tree financial aka hendricks law group aka avner and kaufman are all the same fake entity run by the same group of scammers. Brycen bradfield aka "dean london" and the people running this scam are all 1 company but they keep using a different lic out of either non-existent address locations or an executive suite address that lead back to a regus office rental by the hour location. They do not pay the notaries, as you have seen in several posts and comments. If you know of a law firm that has been a victim of the misuse of their name or misrepresentation, notify them immediately. If you know of people that you as a notary took these fraudulent documents to for a signature, warn those people or the attorney general or da in that jurisdiction about this fraud being perpetrated by rony the ringleader and brycen bradfield aka dean london.

2. They do not explain their scam to unsuspecting sales representatives that are not allowed to see the documents that the notaries are bringing to these victims (homeowners) that sign their own rights away to the profits and proceeds remaining from a foreclosure sale. They claim to be able to stop the sale or to stop an eviction and help homeowners recover the funds owed to them. In reality, they are gaining all legal rights to these proceeds and only giving the homeowner pennies on the dollar if anything at all at the end of the transaction. They are not paying their own reps, they don't provide paystubs or w2 so there is no paper trail for their own employees. I was a former data entry hourly employee and learned of their fraudulent business practices and tried to file complaints after not being paid for 2 months work. I stumbled on this thread by accident when checking for the identity of this person brycen bradfield that ripped me off. He goes by a fake name of dean london and claims to be a manager of avner and kaufman avnerandkaufman.Com which is an identical copy of the websites for the former oaktree legal services and hendricks law group "(none of which are an actual law firm, legal group, or have anything to do with any actual lawyers) so, scamming a notary on notary cafe out of \$80 is just the tip of the iceberg. They scam their "employees" and sales reps out of thousands in hourly and commission pay as they steal money from innocent next of kin in these foreclosure sales. I don't think these reps actually realize what the documents say because we were not allowed to share them with the sales people or the customers. These clients only saw the documents at time of signing and many are under stress and in a hurry to get "free" legal help and recover their money after losing their home. In reality, nobody needs their so-called "services". Any homeowner or next of kin simply needs to ask the trustee of the sale for the proper forms to sign so they can claim their money or call their bank. It's a sad way to ripoff elderly and uneducated homeowners that are already in a bad legal and financial situation with a house that was sold at auction or for failing to pay property taxes. So, if you were ripped off, call the attorney general in your state, call the news, file as many complaints with the better business bureau and local law enforcement in the city or state where you were ripped off. Write bad reviews on bizapedia and the ripoff report and yelp and google on every company and be sure to use all of the alias and fake names of each person or company that scammed you out of money. If they are posing as a real lawyer, report that crime as well as notifying the real attorney about this fraud. Brycen bradfield has several fraud cases against him pending in california and nevada. Call him directly and demand your money by calling this fake avner and kaufman "company" at 650-681-8704 and post warnings to anyone that has a foreclosure in progress or recently to not answer or reply to these fake companies that claim they can help you get your money. You don't need them to get paid what you are owed. Just call the trustee that held the sale and they must by law give you the information free of charge on how to recover your funds. Or if you really need help, call a real lawyer and check with the state bar that they are actually the law firm they claim to be before agreement of hiring them or before signing of any documents. Just because a notary brought you papers, doesn't mean they are working on your behalf. Have a family member or attorney read these docs before signing anything ever. Good luck in getting paid! I've been trying to get paid for months. Zero stars.

This review does not have an official response yet. If you are an authorized representative of this company, please [click here](#) to respond to this review.



11/3/2022

This is NOT a "Law Firm" and they do NOT represent YOU (former homeowner) in recovering surplus proceeds for YOU. They ONLY have their own financial gain as motivation for pressuring desperate people that have lost their home to foreclosure. My mom passed away and we didn't know that her home was being sold at foreclosure auction until it was too late. We should have called a "real" lawyer or actual law firm specializing in foreclosures to consult us first. These scam artists search public records and on the same day of our sale, we had dozens of calls from thieves like Avner and Kaufman. We found out that actual lawyers are not legally allowed to call on people to solicit them to sign their rights to the money from the foreclosure sale away like these ripoff artists did to my family and apparently hundreds of others. Now we know that by law, we are entitled to these funds and all we needed to do was to reach out to the trustee in the sale of the home and they have to give us the proper documents to request our money. They can only keep the amount owed to the bank and we are owed the rest. We were victims of Avner & Kaufman because we saw their fake website that looks like it's a law firm and the so-called case manager Brycen Bradfield, who uses a fake name: "Dean London" told us we couldn't get the documents e-mailed to us to review before signing them. We didn't want to sign but they had a notary at our door the same day and he kept pressuring us and making threats that we would lose everything if we didn't hurry and sign. Under duress, we signed the documents and later, we hired a lawyer when they refused to give us the \$130,000 owed to us. They said they were taking 30% but the contract said that we agreed that if we disputed anything, we had to pay THEIR court fees to sue US in order to get the money they stole from us. It's been 5 months and now we are finding reviews that Avner and Kaufman, not only didn't pay out any of the funds owed to dozens of other family members for their own home sales in foreclosures, but that they lied and represented themselves as a law firm and even used the names of reputable lawyers to trick people into thinking they were actually another legit law firm. I searched the name Brycen Bradfield and he has pending cases in 4 states for wire fraud and is under investigation in Las Vegas. They are not in Palo Alto. That location is a Regus office suite daily rental. They operate out of an office that is actually an exotic car rental place: 777 Exotics in Las Vegas at 3347 S Highland Dr Suite 304, Las Vegas, NV 89109 and they are operated by the owners of this company. It is also located in Los Angeles at 2900 S Robertson Blvd, Los Angeles, CA 90034. We drove there and confirmed that they are the actual owners of this scam company. So, anyone else that has been ripped off by Avner and Kaufman should search for the parent company and thoroughly review them too before renting a car just to be safe. If you get calls about helping you get your money from a foreclosure, warn your whole family to stay away and hang up and never sign any document sent by these people. Call your attorney general and send them the documents they asked you to sign so these people can be put in jail where they belong.

thoroughly review them too before renting a car just to be safe. If you get calls about helping you get your money from a foreclosure, warn your whole family to stay away and hang up and never sign any document sent by these people. Call your attorney general and send them the documents they asked you to sign so these people can be put in jail where they belong.

Useful 1

Funny

Cool



James O.
Oakley, CA
0 1

...

 11/3/2022

First to Review

This is a fraudulent business. Do not sign anything from this company!!

Useful 2

Funny

Cool

0 other reviews that are not currently recommended ▾

Avner & Kaufman LLC has 2.4 out of 5 stars from 5 Bizapedia reviewers.



User Review

By Mae K.

Palos Verdes Peninsula, CA

November 1, 2022

This is the text message i received the other day:

"Hello, my name is michael brennan and i am with the law offices of avner and kaufman. This is in regard to the property of melvin hashimoto located at w. Hidden lane which was sold on 10/20/2022 at a foreclosure auction. In reviewing the court case files, i have found some discrepancies that lead me to believe that this may have been a case of wrongful foreclosure. Please get back to me as soon as possible so that we can discuss this case and so i can go over your options with you. Also, this property was sold on the 20th. From that date starts a 14-day period of time in which you can dispute the sale, reverse the sale, as well as collect the surplus funds that were left over after the purchase of the house. That 14 -day period will end on 11/03/22 and if you haven't taken any actions during that time the courts will deem you "unresponsive" the deed will record and all of the surplus (\$168,467.00) will go to the state treasury."

1. Avner and kaufman is not a law firm, in fact they are acting as a shell company claiming they have several attorney's on staff depending on the case. Not true!!!! They told me that their main attorney is nada dhahbi bar# 327080 with the law offices of nada dhahbi. I've called her several times and she has not returned my call.

2. The information in the text are a bunch of lies. There is no case information to review regarding my case cus it's not in court lie!!!!!! I don't have 14 days to dispute the sale of my house. There is no law anywhere that says this. Scare tactics to get me to do something.

3. They sent over even though i told them i didn't want anything. The notary told me they insisted i sign before they leave. The notary couldn't explain anything in the documents. When i reviewed them the documents they wanted to charge me a 30% fee of the surplus or what they called 'damages'. That would be like \$50,000 fee.

4. I told them i was going to contact the attorney general's office and california state bar regarding thier tacticts and this attorney nada dhahbi being complicit to their conduct.

Stay away from these people. Dean london is not his real name and seems to run this outfit with his slick language and sales tactics. Report them!!!!!!

This review does not have an official response yet. If you are an authorized representative of this company, please [click here](#) to respond to this review.



crhodesnotary

Mar 9

OMG those scammers CHANGED THE NUMBER!! The previous number (same one for oak tree legal services) was a VOIP number and this one is tool They must have read what I wrote about it being the same "company". It was most definitely the exact same number when I wrote that yesterday.

Compare these 2 web pages. One is a cached version ¹⁸ of oak tree and the other is the hendricks ¹³ one.



WARNING: Oak Tree Legal - Watch out

Notary Experiences

2 MONTHS LATER

dustinyoung86

D

Jun 22

I came on here to say I am a client of theirs and they owe us over 30k!!! They have had our funds for over 2 months and are claiming we will see payment on the first of July. I went by their address

1055 lakes Dr.
Suite 255
West Covina, ca

It's the backside of a Columbia store.

The address doesn't exist. When I called demanding my funds and mentioned all of you guys not getting paid they denied all allegations and threatened to hold my money in civil court for another 6-8 months and then claimed their building exists even though I was standing at said address waiting for them to arrive. They are scammers and swindlers.

Avoid them

I am going to the Bar, the news and the police tomorrow. If you are a client I suggest you do the same. I believe they are misappropriating client funds, committing fraud, grand larceny and embezzlement. My belief is they spent my money and are awaiting another person's payout to pay us off.

They received my check from the trustee on may 3rd, they told me they deposit checks in bulk and their process takes 30-45 days then told me it would take another 2 weeks.

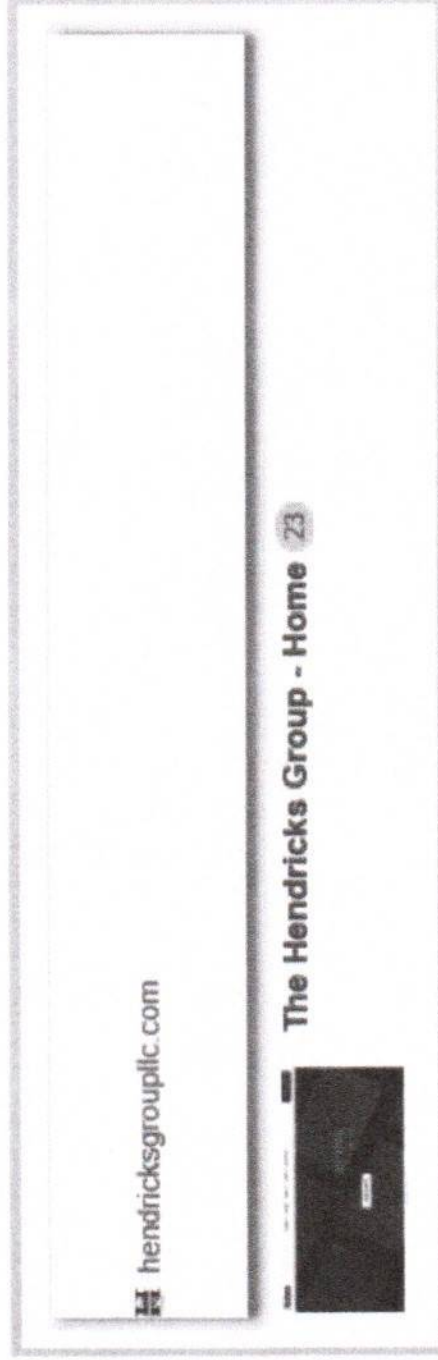
I'm telling my story so they don't swindle anyone else!!!

crhodesnotary

Mar 8

These scammers owe me \$50 from a November job. Heard the same B.S about having problems with their bank account. My contact was Nicole Green.

Looks like they took on a new name and website. Now they are "Hendricks Group". Same phone number, nearly identical website and same wording used to describe what they do. I compared it to the cached version of the now defunct website.



If you look up their name or the address that was associated with oak tree legal services there was never a company by that name at that address. I think it only existed online. Same thing with the new entity. The only "Hendricks group LLC" I could find in California doesn't appear associated with this website.

How do we report this?

2 Replies

2 ❤️



202251110896



STATE OF CALIFORNIA
Office of the Secretary of State
ARTICLES OF ORGANIZATION
CA LIMITED LIABILITY COMPANY
California Secretary of State
1500 11th Street
Sacramento, California 95814
(916) 653-3516

For Office Use Only

-FILED-

File No.: 202251110896

Date Filed: 6/9/2022

B0815-4326 06/09/2022 11:50 PM Received by California Secretary of State

Limited Liability Company Name	AVNER & KAUFMAN LLC
Initial Street Address of Principal Office of LLC Principal Address	2100 GENG RD SUITE 210 PALO ALTO, CA 94303
Initial Mailing Address of LLC Mailing Address	2100 GENG RD SUITE 210 PALO ALTO, CA 94303
Attention	
Agent for Service of Process Agent Name	AVNER&KAUFNERINC.
Agent Address	2100 GENG RD SUITE 210 PALO ALTO, CA 94303
Purpose Statement	The purpose of the limited liability company is to engage in any lawful act or activity for which a limited liability company may be organized under the California Revised Uniform Limited Liability Company Act.
Management Structure The LLC will be managed by	One Manager
Additional information and signatures set forth on attached pages, if any, are incorporated herein by reference and made part of this filing.	
Electronic Signature	
<input checked="" type="checkbox"/> By signing, I affirm under penalty of perjury that the information herein is true and correct and that I am authorized by California law to sign.	
MAXWELL SCHLOSSER	06/08/2022
Organizer Signature	Date

opencorporates

The Open Database Of The Corporate World

Officer's name

Search

☐ Companies ☒ Officers










• [Log in/Sign up](#)

Found 9 officers

maxwell schlosser

Go

☐ exclude inactive Advanced Options

- MAXWELL ALEXANDRE SCHLOSSER sócio,  FIX ESTAMPARIA E ADESIVOS LTDA (Brazil)
- inactive MAXWELL SCHLOSSER agent,  inactive OAK TREE LS LLC (California (US), 23 Dec 2021- 7 Oct 2022)
- inactive MAXWELL SCHLOSSER agent,  inactive OAK TREE FUND VI LLC (California (US), 11 Feb 2022- 7 Oct 2022)
- MAXWELL SCHLOSSER agent,  THE HENDRICKS GROUP D&P LLC (California (US), 7 Feb 2022-)
- Maxwell Schlosser manager,  THE SCHAPIRO GROUP LLC. (California (US), 6 Oct 2022-)
- Maxwell Schlosser manager,  XPLS PRO, LLC. (California (US), 7 Sep 2022-)
- Maxwell Schlosser agent,  Data Made Fast LLC (California (US), 11 May 2022-)
- Maxwell Schlosser chief executive officer,  XPLS PRO, LLC. (California (US), 7 Sep 2022-)
- Maxwell Schlosser chief executive officer,  THE SCHAPIRO GROUP LLC. (California (US), 6 Oct 2022-)

[Home](#) > [U.S.](#) > [California](#) > [Arcadia](#)**OAK TREE FUND VI LLC**

California Secretary Of State Business Registration · Updated 5/27/2022

[Sponsored Links](#)[Write Review](#)[Upgrade](#)[Claim](#)

Oak Tree Fund Vi LLC is a California Limited-Liability Company - Ca filed on February 11, 2022. The company's filing status is listed as Active and its File Number is 202204510086.

The Registered Agent on file for this company is Maxwell Schlosser and is located at 440 East Huntington Drive Suite 300, Arcadia, CA 91006. The company's principal address is 440 East Huntington Drive Suite 300, Arcadia, CA 91006 and its mailing address is 440 East Huntington Drive Suite 300, Arcadia, CA 91006.

The company has 1 contact on record. The contact is Maxwell Schlosser from Arcadia CA.

Like 33K

Company Information

Company Name: OAK TREE FUND VI LLC
Entity Type: CALIFORNIA LIMITED-LIABILITY COMPANY - CA
File Number: 202204510086
Filing State: California (CA)
Filing Status: Active
Filing Date: February 11, 2022
Company Age: 9 Months
Registered Agent: Maxwell Schlosser
440 East Huntington Drive Suite 300
Arcadia, CA 91006
Principal Address: 440 East Huntington Drive Suite 300
Arcadia, CA 91006
Mailing Address: 440 East Huntington Drive Suite 300
Arcadia, CA 91006
Governing Agency: California Secretary of State

[Sponsored Links](#)

Company Contacts

MAXWELL SCHLOSSER

Agent

440 East Huntington Drive Suite 300
Arcadia, CA 91006

Reviews

[Write Review](#)

There are no reviews yet for this company.

Questions

[Post Question](#)

**THE HENDRICKS GROUP D&P
LLC (202204010898)**

**Request
Certificate**

<i>Initial Filing Date</i>	02/07/2022
<i>Status</i>	Active
<i>Standing - SOS</i>	Good
<i>Standing - FTB</i>	Good
<i>Standing - Agent</i>	Good
<i>Standing - VCFCF</i>	Good
<i>Formed In</i>	CALIFORNIA
<i>Entity Type</i>	Limited Liability Company - CA
<i>Principal Address</i>	440 EAST HUNTINGTON DRIVE SUITE 300 ARCADIA, CA 91006
<i>Mailing Address</i>	440 EAST HUNTINGTON DRIVE SUITE 300 ARCADIA, CA 91006
<i>Statement of Info Due Date</i>	05/08/2022
<i>Agent</i>	Individual 4153795 MAXWELL SCHLOSSER 440 EAST HUNTINGTON DRIVE SUITE 300 ARCADIA, CA 91006

EXHIBIT “E”

LAW OFFICES OF HAMID SOLEIMANIAN

16633 VENTURA BLVD. SUITE 503, ENCINO, CA, 91436.

Tel: 818/501-2040 Fax: 818/501-3560

NOTICE OF REVOCATION OF ASSIGNMENT AGREEMENT

William Tyler Horn
4068 Newton Street,
Torrance, CA 90505

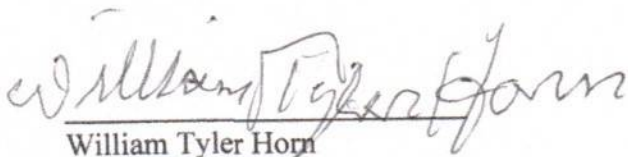
COURT CASE NO.: 22STCP03646
TRUSTEE NO.: CA2100286900

Dated: 11/22/2022

To whom it may concern,

I, William Tyler Horn am terminating/rescinding/ revoking any Affidavit of Assignment, Authorization Letter, Assignment Agreement, Deed of Assignment, Power of Attorney given to Avner & Kaufman, LLC at any time and/or to any other firm or attorney previously representing me regarding the recovery of the excess proceeds generated from the sale of the property located 4068 Newton Street, Torrance, CA 90505, effective as of November 22, 2022, except the Law Offices of Hamid Soleimanian and its agent Diligent Recovery.

Sincerely,


William Tyler Horn

Signature of Notary Public

EXHIBIT “F”

AVNER & KAUFMAN

17777 Center Court Drive N Ste. 600
Cerritos, CA 90703

WILLIAM TYLER HORN
4068 NEWTON ST
TORRANCE, CA 90505

Sep 28, 2022

DILLIGENT RECOVERY AND LAW OFFICES OF HAMID SOLEIMANIAN
16633 VENTURA BLVD SUITE 503
ENCINO, CA 910436

Attn: DILLIGENT RECOVERY AND LAW OFFICES OF HAMID SOLEIMANIAN
Re: Termination of Attorney-Client Relationship Effective Immediately

Please be advised I hereby terminate our attorney-client relationship as of the date of this letter. I shall no longer require your services with regards to TRUSTEE SALE NO: CA2100286900. You are no longer authorized to communicate with the Trustee FIRST AMERICAN TITLE INSURANCE or any party on my behalf regarding any matter whatsoever. You are demanded not to make any further contact with me. Please email a copy of the clients' entire file to my new counsel at your soonest convenience.

Thank you for your prompt attention to this matter.

Signed:

William Tyler Horn
WILLIAM TYLER HORN

Attach Notary Acknowledgment

AVNER & KAUFMAN LLC
17777 E. HUNTINGTON DR
STE. 600
CERRITOS, CA. 90703

SANTA ANA CA 926
18 NOV 2022 PM 3 L



LAW OFFICES OF HAMID SOLEIMANIAN
16633 VENTURA BLVD STE 503
ENCINO, CA. 91036

91436-180926

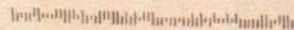


EXHIBIT "G"



440 E. Huntington Dr Suite 300
Arcadia, CA 91006

AFFIDAVIT OF ASSIGNMENT

Date: 2022-03-03

This Assignment of a Clause of Action or Claim (the "Agreement") is made and effective as of 2022-03-03 **BETWEEN: GEORGE SOEHGEN** 'Assignor'), who is/was a resident of California **AND: The Hendricks Group D&P, LLC** (the 'Assignee'), with its head office located at 440 E. Huntington Dr Suite 300, Arcadia, CA 91006. FOR VALUE RECEIVED, the Assignor hereby sells and transfers to the Assignee and its successors, assigns and personal representatives, any and all claims, demands, and cause or causes of action of any kind whatsoever which the undersigned has or may have with respect to the following claim:

This claim is for the right of the Assignee to proceed to recover surplus funds resulting from a foreclosure sale that are owed to the Assignee from said foreclosure and held by the trustee of a certain deed of trust on Assignee's previously owned real property described as 1861 TOYON DR, CONCORD, CA, 94520 with Trustee Sale Number MAED.077-224. And the undersigned may in its own name and for its own benefit prosecute, collect, settle, compromise and file a claim in the Assignee's own name.

Assignor agrees to pursue said claim without any further cost to the Assignee/ IN WITNESS WHEREOF, the parties have executed this Assignment on the day and year first above written.


GEORGE SOEHGEN

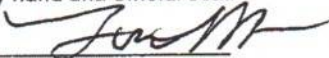
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and accuracy or validity of that document.

State of CA
County of Contra Costa

On 3-2-22 before me, Franklin Miles Notary Public

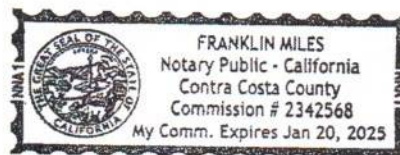
Personally appeared GEORGE SOEHGEN who proved to me on the basis of satisfactory evidence to be the persons whose name is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature 

Place Notary Seal and/or Stamp Above

Signature of Notary Public



NOTICE OF RESCISSION

I, George Soehngen terminate any firm or attorney representing me regarding the recovery of my Surplus funds generated from the Trustee of my property (TS#MAED.077-224) located at 1861 Toyon Drive, Concord CA 94520 as of 06/21/2022, except the Law Offices of Hamid Soleimanian.

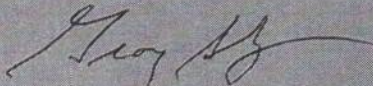
I also revoke any and all Affidavit of Assignment, Authorization Letter, Assignment Agreement, Power of Attorney given to the Hendricks Group on March 03, 2022, as of today and deny any entity other myself and the Law Offices of Hamid Soleimanian to contact the Trustee Prober & Raphael ALC to discuss the recovery of my Surplus Funds from the sale and its disbursement to me.

The rescinding/revoking/canceling my signature(s) was effective as of March 5, 2022 when I first gave the Hendricks Group my officials, notarized notice of my rescission. I have therewith exercised my inherent right of rescission as well as excised my hand-written-on-the document reserved right of rescission. On March 5, 2022 I mailed the Hendricks Group my notarized rescission.

Dated:

6/22/2022

George Soehngen



A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Contra Costa

On 06/22/2022

(Date)

before me,

L. WARE Notary Public

(Here Insert Name and Title of the Officer)

personally appeared

George Soehngen

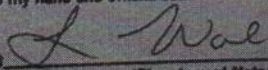
(Name(s) of Signer(s))

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Signature of Notary Public)

(Seal)

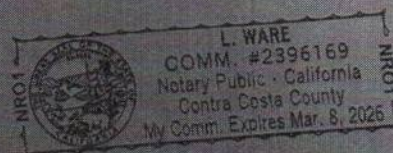


EXHIBIT “H”

RE: PR.002-080 / George Soehngen// 1861 Toyon Dr.
Concord CA 94520

Inbox

R

Richard McGuire <rmcguire@pralc.com>

Jun 16,
2022, 5:29
PM

to me, Esq., in

We will be interpleading the funds, as a dispute exists. You are perfectly describing that a dispute exists, specifically as to who has a claim. Hendricks has a notarized assignment that the claim was transferred. Mr. Soehngen says he terminated that. Hendricks says it's not valid.

The funds won't be interplead immediately as there is a process. However, if you would like to avoid it, then you must reach out to Hendricks and clear up the claim issue. we have two competing claims, and therefore we must interplead. You know the code, so you know what it says.

Please let me know if you and Hendricks work it out.

-Eternally Optimistic,

E. Richard McGuire |Sr. Associate Attorney, Civil

Serving the Lending Industry Since 1984

Civil Code, § 2924

IN RE:
1861 Toyon Drive, Concord, CA 94520

CASE NUMBER:

The Trustee's Sale, Surplus Proceeds, and Notice to Potential Claimants

4. The property was the subject of a trustee's sale that was held on (date): 03/02/2022
5. A trustee's sale guarantee was prepared for the trustee's sale. (A copy of the trustee's sale guarantee must be attached as Attachment 5.)
6. The total sale price of the property was: \$ 637,000.00
7. After payment of the amounts required by Civil Code section 2924k(a)(1)-(2), there were surplus proceeds from the trustee's sale available to potential claimants in the total amount of: \$ 506,272.65
8. Within 30 days after the trustee's sale, the trustee sent written notice under Civil Code section 2924j(a) to all persons with a recorded interest in the real property as of the date immediately prior to the trustee's sale who would be entitled to notice. The names and addresses of all persons sent notice under Civil Code section 2924j(a) are as follows:

☒ Continued on Attachment 8.

The Claims

9. The trustee has received a total of (specify number): 2 written claims from potential claimants.
10. The trustee has exercised due diligence to determine the priority of the written claims received by the trustee to the trustee's sale surplus proceeds from the persons identified in item 8 to whom notice was sent.
11. The trustee submits this declaration under Civil Code section 2924j(c) for the following reason:
 - a. ☐ After due diligence, the trustee is unable to determine the priority of the written claims received by the trustee to the trustee's sale surplus proceeds. (If this reason applies, describe the problem of determining priorities in Attachment 11a.)
 - b. ☒ The trustee has determined that there is a conflict between potential claimants to the surplus proceeds. (If this reason applies, identify the claimants and describe the conflict in Attachment 11b.)
12. The trustee provides the following additional information relevant to the identity, location, priority of potential claimants, and the conflict of claims:

☒ Continued on Attachment 12.

Notice of Intent to Deposit Funds and Proof of Service

13. The trustee has provided written notice to all persons with a recorded interest in the property who would be entitled to notice under Civil Code section 2924b(b)-(c). The notice includes the following information:
 - a. The trustee intends to deposit funds from the trustee's sale with the clerk of the court.
 - b. A claim for funds must be filed with the court within 30 days from the date of notice.
 - c. The address of the court in which the funds are to be deposited and a telephone number for obtaining further information.

(Proof of Service of the notice on all persons entitled to notice under Civil Code section 2924j(d) must be attached to this declaration as Attachment 13.)

IN RE:
1861 Toyon Drive, Concord, CA 94520

CASE NUMBER:

Deposit

14. Distributions

The trustee has distributed the total amount of: \$

to the following claimants based on their written claims:

Name of claimant:

Amount:

\$
\$
\$
\$
\$
\$
\$
\$

☐ Continued on Attachment 14.

15. Trustee's Fees and Expenses

The trustee has incurred reasonable fees and expenses totaling: \$ 1,808.17. These fees and expenses are recoverable under Civil Code section 2924k(a)(1) and (b) and are described ☐ in Attachment 15 ☒ as follows (specify):
Attorneys Fee: \$ 1,750.00
Certified Mailing costs: \$112.37

16. Deposit

The amount to be deposited is calculated as follows:

a. Trustee's sale proceeds	\$	637,000.00
b. Debt to foreclosing creditor	\$	130,727.35
c. Available surplus proceeds (a minus b)	\$	506,272.65
d. Claims paid by trustee (from item 14)	\$	0.00
e. Trustee's fees and expenses (from item 15)	\$	1,862.37
f. Remaining surplus proceeds (c minus (d plus e))	\$	504,410.28
g. Filing fee	\$	435.00
h. Deposit (f minus g)	\$	503,975.28

(If the trustee is represented by an attorney, the attorney's signature follows):

Date: 06/28/2022

E. Richard McGuire, Esq.

(TYPE OR PRINT NAME OF ATTORNEY)

(SIGNATURE OF ATTORNEY)

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: 8/5/2022

Prober and Raphael, ALC

(TYPE OR PRINT NAME OF TRUSTEE)

(SIGNATURE OF TRUSTEE)

EXHIBIT “I”

Nada Dhahbi, Esq. (CA SBN 327080)
19069 Van Buren Blvd Ste 114-398
Riverside, CA 92508
Telephone: (951) 414-1300
Facsimile: (951) 602-7880
Email: ndhahbi2012@gmail.com

Attorney for Respondent, THE HENDRICKS GROUP, D&P, LLC, AS SUCCESSOR IN
INTEREST TO GEORGE SOEHGEN

SUPERIOR COURT OF CALIFORNIA
COUNTY OF CONTRA COSTA - MARTINEZ COURTHOUSE

**IN RE 1861 TOYON DR,
CONCORD, CA 94520**

Case No.: N22-1740

**NOTICE OF OBJECTION TO CLAIM
FILED BY VEXATIOUS LITIGANT**

Date: 2022-11-16
Time: 9:00 AM
Dept.: 21
Judge: Hon. Jill Fanin

TO ALL PARTIES AND THEIR ATTORNEY(S) OF RECORD:

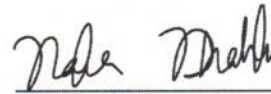
NOTICE IS HEREBY GIVEN that on November 16, 2022 at 9:00 am in the above
Courthouse, THE HENDRICKS GROUP, D&P, LLC, AS SUCCESSOR IN INTEREST TO
GEORGE SOEHGEN by and through their attorney of record does hereby object to the claim
submitted by George Soehgen as Individual (**Exhibit B**). Upon information and belief, Mr.
Soeghen was Declared as a Vexatious Litigant and failed to obtain written permission from the
Presiding Judge of the Superior Court pursuant to pre-filing Order (Code Civ. Proc., § 391.7(a).).

NOTICE IS FURTHER GIVEN that Claimant will seek an Order to Strike the Claim and
Declaration filed by Mr. Soeghen (Code Civ. Proc., § 128; §435 §436).

1 Respectfully Submitted:
2

3 LAW OFFICE OF NADA DHAHBI

4 Dated: _10-31-2022_
5

6 

7 Nada Dhahbi, Esq.

8 Attorney for THE HENDRICKS GROUP, D&P,
9 LLC, AS SUCCESSOR IN INTEREST TO
10 GEORGE SOEHGEN
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1 Nada Dhahbi, Esq. (CA SBN 327080)
2 19069 Van Buren Blvd Ste 114-398
3 Riverside, CA 92508
4 Telephone: (951) 414-1300
5 Facsimile: (951) 602-7880
6 Email: ndhahbi2012@gmail.com

7 Attorney for Respondent, THE HENDRICKS GROUP, D&P, LLC, AS SUCCESSOR IN
8 INTEREST TO GEORGE SOEHGEN

9
10
11 **SUPERIOR COURT OF CALIFORNIA**
12 **COUNTY OF CONTRA COSTA - MARTINEZ COURTHOUSE**
13

14 **IN RE 1861 TOYON DR,**
15 **CONCORD, CA 94520**

Case No.: N22-1740

11 **DECLARATION OF MAXWELL**
12 **SCHLOSSER IN SUPPORT OF CLAIM**
13 **FOR DISTRIBUTION OF SURPLUS**
14 **FUNDS**

15 Date: 2022-11-16
16 Time: 9:00 AM
17 Dept.: 21
18 Judge: [HearingJudge]

19 [Filed Concurrently with Answer; Notice of
20 Claim and Verification; Memorandum of
21 Points & Authorities in Support of Claim;
22 Declaration in Support of Claim; Proposed
23 Order; Proof of Service]

24 I, MAXWELL SCHLOSSER, declare the following

25 1. I am above the age of 18, a resident of CA, and if called upon to testify, will do so
26 competently, and truthfully to the following contents of this application:

27 2. I am the Authorized Agent to The Hendricks Group D&P, LLC. The Hendricks Group
28 D&P, LLC is the successor in interest to original trustor, George Soehgen under the deed of trust
with document number recorded in the Official Records of the County of CONTRA COSTA in
the State of California.

1 3. On 2022-03-02 the real property located at 1861 TOYON DR, CONCORD, CA, 94520
2 was sold at trustee sale pursuant to the terms of the deed of trust of which an estimated amount of
3 \$506,297.65 excess proceeds remaining.
4

5 4. After the payment of junior liens and encumbrances, I estimate that excess proceeds in the
6 amount of \$506,297.65 will remain and upon information and belief that said funds were
7 deposited with the clerk of this court pursuant to order.

8 5. GEORGE SOEHGEN was the recorded owner of the property prior to the trustee sale.
9 See attached Grant Deed and did not make any transfer of the property prior to the sale. Mr.
10 Sohgen executed an irrevocable Affidavit of Assignment that assigned its interests to The
11 Hendricks Group D&P, LLC to pursue its claims including the recovery of Excess Surplus
12 Proceeds (**Exhibit C**). Concurrently, Soehgen executed an Assignment Agreement (**Exhibit B**).
13 Attached is a copy of his ID (**Exhibit D**).
14

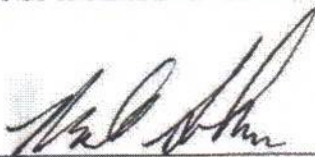
15 6. Subsequent to that, The Hendricks Group D&P, LLC submitted a claim to the Trustee as
16 the successors in interest to Soehngen (**Exhibit E**)
17

18 7. I know of no other person with a superior claim to the surplus funds from the sale of the
19 property.

20 8. By virtue of Cal. Civ. Code Section 2924k(a)(4), I am the vested owner of the remaining
21 proceeds as successor in interest. On these facts, I am asking that this Court grant the claim of
22 The Hendricks Group D&P, LLC, and that the balance of surplus be ordered released and
23 remitted to the claimant.

24 I declare under penalty of perjury under the laws of the State of California that the
25 foregoing is true and correct.

26 Dated: 10-26-2022

27 x 
28 MAXWELL SCHLOSSER

1 Nada Dhahbi, Esq. (CA SBN 327080)
2 19069 Van Buren Blvd Ste 114-398
3 Riverside, CA 92508
4 Telephone: (951) 414-1300
5 Facsimile: (951) 602-7880
6 Email: ndhahbi2012@gmail.com

7 Attorney for Respondent, THE HENDRICKS GROUP, D&P, LLC, AS SUCCESSOR IN
8 INTEREST TO GEORGE SOEHGEN

9 **SUPERIOR COURT OF CALIFORNIA**
10 **COUNTY OF CONTRA COSTA - MARTINEZ COURTHOUSE**

11
12
13 **IN RE 1861 TOYON DR,**
14 **CONCORD, CA 94520**

Case No.: N22-1740

(PROPOSED)

15 **ORDER FOR CLAIM OF**
16 **DISTRIBUTION OF SURPLUS**

Date: 2022-11-16

Time: 9:00 AM

Dept.: 21

Judge: Hon. Jill Fanin

17 [Filed Concurrently with Answer; Notice of
18 Claim and Verification; Memorandum of
Points & Authorities in Support of Claim;
Declaration in Support of Claim; Proposed
Order; Proof of Service]

19 This Court having considered the Application of the Respondent/Claimant to release and
20 distribute proceeds of Surplus Funds, after Notice given, and Good Cause shown,

21 **THE RESPONDENTS'/CLAIMANTS' MOTION IS HEREBY GRANTED.**

22 This Court HEREBY DOES FIND that Claimant GEORGE SOEHGEN was the last recorded
23 owners of record located at 1861 TOYON DR, CONCORD, CA, 94520. Claimant [Document

24 This Court HEREBY ORDERS THAT the funds belonging to Respondent/Claimant GEORGE
25 SOEHGEN as former trustor, (or assignee or successor-in-Interest to GEORGE SOEHGEN), arising
26 from the sale of the property located at 1861 TOYON DR, CONCORD, CA, 94520 shall be released
27
28

1 forthwith to Respondent/Claimant directly. The total amount of surplus that the Clerk of this Court
2 SHALL RELEASE TO RESPONDENT'/CLAIMANT' the following amounts:

- 3
4 • \$506,297.65 -

5 Said Funds shall be released directly to The Hendricks Group D&P, LLC and mailed to 440 E.
6 Huntington Drive Suite 300 Arcadia CA 91106.

7
8 **COURT ORDER**

9 **IT IS SO ORDERED:**

10
11 **Dated:** _____

12 **Hon. Jill Fanin**
13 **Judge, Contra Costa County Superior Court Civil Division**
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EXHIBIT “J”

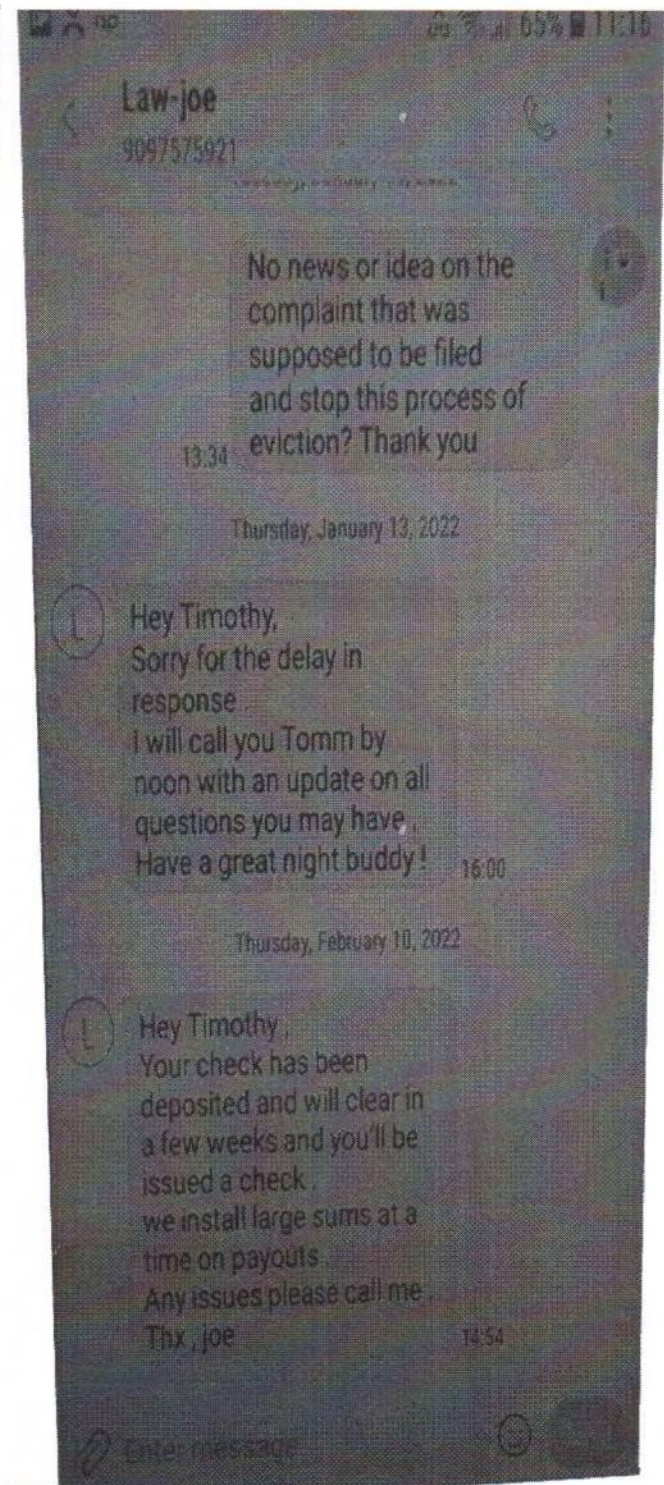
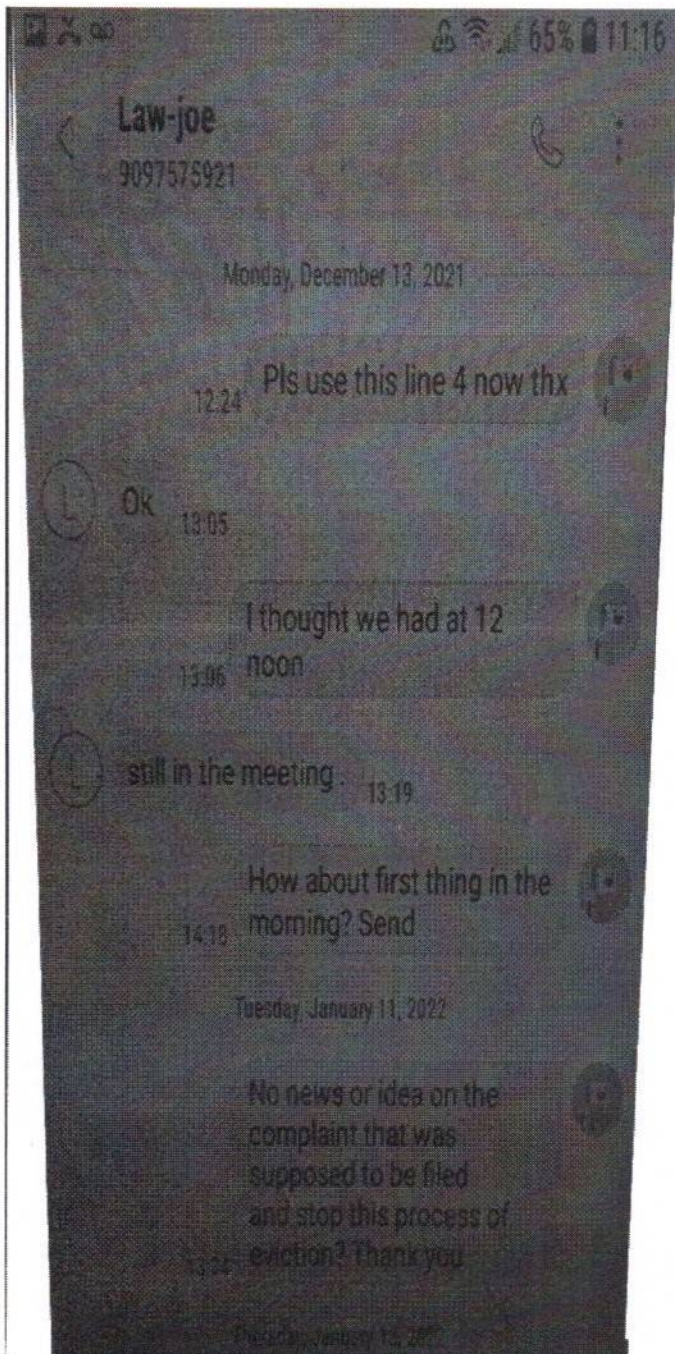


EXHIBIT “K”

EXHIBIT B

Re: CA-21-895649-SF \ RE: TIMOTHY ANDERSON | TS# CA-190852658 | 1169 ALFRED AVE WALNUT CREEK CA | Check Info

Yahoo!



Frank Morgan <frank.morgan@equitylawgroup.net>

To: Kristina Klam <kklam@mccarthyholthus.com>

Jan 28 at

Cc: Irene Valenzuela <irene.valenzuela@equitylawgroup.net>, Qiana Hill <qhill@mccarthyholthus.com>, IDSMH <idsmh@mccarthyholthus.com>, taadv@yahoo.com <taadv@yahoo.com>

Will do, thank you.

On Fri, Jan 28, 2022 at 1:52 PM Kristina Klam <kklam@mccarthyholthus.com> wrote:
Good Afternoon,

Please note that your client has contacted me directly stating that he has yet to receive the funds. Our office sent these funds out on 1/11/2022. I am that the check was delivered to your office 1/12/2022 and signed for by B. Brandy. He is on this email and is requesting that you contact him.

Timothy Anderson: 925-542-6649

Thanks!

Kristina Klam | Supervisor - Surplus Funds Dept. | Not Licensed to Practice Law



McCarthy + Holthus, LLP

m. 2763 Camino Del Rio South, Suite 100, San Diego, CA 92108

d. 619-243.3929 | f. 619.717.6875

e. kklam@mccarthyholthus.com

w. <http://www.mccarthyholthus.com>

Offices in: AR | AZ | CA | CO | ID | NV | NM | OR | TX | VA

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Should escalation be required, please contact Matt Podmenik at m.podmenik@mccarthyholthus.com
"Service Second to None"

From: Irene Valenzuela [mailto:irene.valenzuela@equitylawgroup.net]

Sent: Tuesday, January 11, 2022 12:27 PM

To: Kristina Klam <kklam@mccarthyholthus.com>

Cc: Frank Morgan <frank.morgan@equitylawgroup.net>; Qiana Hill <qhill@mccarthyholthus.com>; IDSMH <idsmh@mccarthyholthus.com>

Subject: Re: CA-21-895649-SF \ RE: TIMOTHY ANDERSON | TS# CA-190852658 | 1169 ALFRED AVE WALNUT CREEK CA

EXHIBIT “L”

ORIGIN ID:SDMA (619) 243-3929 KRISTINA KLAM MCCARTHY-HOLTHUS, LLP 411 IVY ST SAN DIEGO, CA 92101 UNITED STATES US		SHIP DATE: 11JAN22 ACTWGT: 0.10 LB CAD: 888745/INET/4400
TO C/O EQUITY LAW GROUP, LLC TIMOTHY W. ANDERSON 3281 E. GUAISTI ROAD, SUITE 700 ONTARIO CA 91761 (619) 243-3929 NV PO DEPT.		BILL SENDER
REF: CA,21:89569,9,SF,ANDERSON		
		
		
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WM ONTA CA-US 91761 ONT		
		

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McCarthy ♦ Holthus
A Limited Liability Partnership
A Multijurisdictional Law Firm
2763 Camino Del Rio S, Suite 100
San Diego, California 92108
Telephone (877) 369-6122
Facsimile (619) 717-8875
www.McCarthyHolthus.com
Email to all personnel:
First initial and last name@mccarthyholthus.com

January 11, 2022

TIMOTHY W. ANDERSON
C/O EQUITY LAW GROUP, LLC
3281 E. GUASTI ROAD, SUITE 700
ONTARIO, CA 91761

RE: SURPLUS FUNDS DISBURSEMENT

Trustor	:	TIMOTHY W. ANDERSON
Trustee's Sale Number	:	CA-19-852658-JB
Property Address	:	1169 ALFRED AVENUE WALNUT CREEK, CA 94597
File No.	:	CA-21-895649-SF

Dear Mr. Anderson:

Pursuant to your request, enclosed please find check number 24875 in the amount of \$149,361.78. This check is being issued based on a claim that was submitted by you as prior owner.

Should you have any questions or concerns in regards to this matter please do not hesitate to call us directly at (619) 685-4800 ext.3929. Thank you in advance.

Very truly yours,
McCarthy and Holthus, LLP

Kristina Klam
Supervisor, Surplus Funds Dept.

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND ON WHITE PAPER

Quality Loan Service Corporation

Cornerstone Bank

Valid after 90
days

78-347589

24875

QLS Surplus Funds

2763 Camino Del Rio S
San Diego, CA 92108-3708

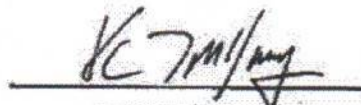
1/10/2022

Pay to the
Order of

Tim Anderson (Timothy W.)

\$149,361.78

ONE HUNDRED FORTY NINE THOUSAND THREE HUNDRED SIXTY ONE AND 78/100 Dollars

Tim Anderson (Timothy W.)
1269 Alfred Ave
Walnut Creek, CA 94597

Memo CA-21-895649-SE 1 20220907

THE BACK OF THIS DOCUMENT CONTAINS CHECK SECURITY WATERMARK AND COIN REACTIVE INK

#24875# 4104900349# 380329#

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EOITT 16 LLC



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Quality Loan Service Corporation

Cornerstone Bank

Void after 90
days

76-34/1049

24875

QLS Surplus Funds

2763 Camino Del Rio S
San Diego, CA 92108-3708

1/10/2022

Pay to the
Order of Tim Anderson (Timothy W.)

\$149,361.78

ONE HUNDRED FORTY NINE THOUSAND THREE HUNDRED SIXTY ONE AND 78/100 Dollars

Tim Anderson (Timothy W.)
1169 Alfred Ave
Walnut Creek, CA 94597



[Handwritten Signature]

Memo CA-21-895649-SF | ANDERSON

AUTHORIZED SIGNATURE

THE BACK OF THIS DOCUMENT CONTAINS CHECK SECURITY WATERMARK AND COIN REACTIVE INK

⑈ 24875 ⑈

⑆ 104900349⑆ 380329⑈

1/10/2022 Tim Anderson (Timothy W.)

Date	Doc Type	Reference
1/10/2022	Quick	CA-21-895649-SF ANDERSON

Payment
149,361.78

380329 QLS Surplus Funds

1/10/2022 Tim Anderson (Timothy W.)

Date	Doc Type	Reference
1/10/2022	Quick	CA-21-895649-SF ANDERSON

Payment
149,361.78

380329 QLS Surplus Funds

Check Number:

24875

EXHIBIT B

Re: CA-21-895649-SF \ RE: TIMOTHY ANDERSON | TS# CA-190852658 | 1169 ALFRED AVE WALNUT CREEK CA | Check Info

Yahoo!

Frank Morgan <frank.morgan@equitylawgroup.net>
To: Kristina Klam <kklam@mccarthyholthus.com>
Cc: Irene Valenzuela <irene.valenzuela@equitylawgroup.net>, Qiana Hill <qhill@mccarthyholthus.com>, IDSMH <idsmh@mccarthyholthus.com>, taadv@yahoo.com <taadv@yahoo.com>

Jan 28 at

Will do, thank you.

On Fri, Jan 28, 2022 at 1:52 PM Kristina Klam <kklam@mccarthyholthus.com> wrote:
Good Afternoon,

Please note that your client has contacted me directly stating that he has yet to receive the funds. Our office sent these funds out on 1/11/2022. I am that the check was delivered to your office 1/12/2022 and signed for by B. Brandy. He is on this email and is requesting that you contact him.

Timothy Anderson: 925-542-6649

Thanks!

Kristina Klam | Supervisor - Surplus Funds Dept. | Not Licensed to Practice Law
 McCarthy Holthus, LLP
m. 2763 Camino Del Rio South, Suite 100, San Diego, CA 92108
d. 619-243.3929 | f. 619.717.6875
e. kklam@mccarthyholthus.com
w. <http://www.mccarthyholthus.com>

Offices in: AR | AZ | CA | CO | ID | NV | NM | OR | TX | WA

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Our firm is a proud recipient of Missouri's 2018-19 "Top 25 Companies to Work For" list.

Should escalation be required, please contact: Matt Podmenik at m.podmenik@mccarthyholthus.com
"Service Second to None"

From: Irene Valenzuela [mailto:irene.valenzuela@equitylawgroup.net]

Sent: Tuesday, January 11, 2022 12:27 PM

To: Kristina Klam <kklam@McCarthyHolthus.com>

Cc: Frank Morgan <frank.morgan@equitylawgroup.net>; Qiana Hill <qhill@McCarthyHolthus.com>; IDSMH <IDSMH@McCarthyHolthus.com>

Subject: Re: CA-21-895649-SF \ RE: TIMOTHY ANDERSON | TS# CA-190852658 | 1169 ALFRED AVE WALNUT CREEK CA

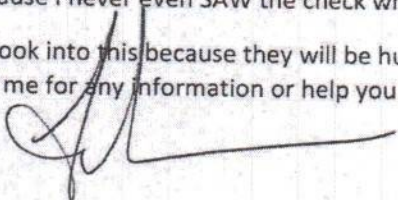
EXHIBIT “M”

Hello my name is Timothy W. Anderson and I am a victim of the fraudulent company named Oak Tree/Equity Law Group/Oak Tree Legal Services with its counsel being David Kozich. The reason for writing both company names here is, because they called me from Oak Tree Legal services but had me sign the Authorization letter authorizing Equity Law Group. (Very confusing but same attorney). I lost my house located at 1169 Alfred Ave Walnut Creek CA 94597, due to a foreclosure sale on 09/08/2021, Trustee sale # CA-19-852658-JB. The foreclosing Trustee is Quality Loan Service Corporation, Surplus Dept. Manager Kristina Klam PH:619-243.3929 / Kklam@mccarthyholthus.com. After the sale I was contacted by several firms informing me about the surplus funds generated from the sale of my property in the amount \$149,361.78.

Every firm I spoke with wanted to charge me a large percentage for the recovery of my funds but by the end of September 2021, I was contacted by firm Oak Tree legal Services, and they told me that my lender made mistakes, therefore I shouldn't have had lost my house and so the lender/Trustee are subject for a bigger lawsuit. They told me they will sue them for damages of 3 million, for no charge upfront, but they will charge 33% from the damages they will be recovering from the bigger lawsuit, and they won't be charging me a single dollar from the recovery of my surplus funds; this was agreed upon in the presence of the notary, J. Christine, audio recorded and added to their contract which they refused to return. Oak Tree also said the sale will be reversed since it was a wrongful foreclosure. Unfortunately, I believed all their lies. I even have a witness (the notary) listening to their lies. My skepticism was mitigated by the sudden receipt of 5-6 envelopes from Quality, all of which were pre-dated after the attorneys made contact. (Postal fraud on the part of Quality.) It suddenly got credible and after having agreed to working with Oak Tree, the subsequent paperwork says Equity Law Group. Four months passed and I have not heard anything from Oak Tree, until sometime in January a gentleman Sean, who is also in the foreclosure business, knocked on my door, trying to find out if I would need assistance with the postponement of the eviction. I found out from Sean who was aware of the fraudulent companies, since he is in the foreclosure business as well, that Oak Tree Legal Services/Equity Law Group, "does nothing but false promises to people who lose their homes with equity", and "I have to admit they are actually very good at lying", and that "Oak tree is the same company as Equity Law Group, Bridgepoint Law Group and National Recovery Solutions, but since their previous lead attorney Eyad Abdeljawad Bar# 308427, has been sued by the State Bar and is facing a possible disbarment for many counts of fraud, Oak Tree/Equity Law found a new attorney David Kozich, who is now working with the non-attorneys behind the scene, and Kozich gets paid a fee for each case. "

Sean advised me to contact the Trustee directly to get a status update about my funds from the trustee and Kristina Klam who is the manager of the surplus Dept. at Quality Loan Services told me my check had been sent to Equity Law Group on 01/12/2022, so 4 weeks ago. Kristina Klam contacted Joe Morgan at Oak Tree/Equity Law Group right away to remind them to immediately send me my check, which now four weeks later has still not happened. I have not even been contacted by Equity La Group/ Oak Tree Legal Services since then nor have I received a check. So, I am writing you this complaint to report Equity Law Group/Oak Tree Legal Services and its attorney David Kozich. Btw Equity Law Group deposited my check into their business account and forged my signature in the back of the check as well, which is funny cause I never even SAW the check which the deposit date likely confirms.

Please look into this because they will be hurting and robbing more people as they did me and please contact me for any information or help you need from me. Thank you.



2/10/2022

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES:

I am over the age of eighteen years old and not a party to this action; my employment address is 16633 Ventura Boulevard Suite 503 Encino, California 91436-1849.

On December 5, 2022, I served the foregoing document(s) described as: **OBJECTION TO AVNER & KAUFMAN'S CLAIM OF SURPLUS FUNDS, MEMORANDUM AND AUTHORITIES; DECLARATION OF WILLIAM TYLER HORN & HAMID SOLEIMANIAN, GEORGE SOEHNGEN, TIMOTHY ANFERSON IN SUPPORT THEREOF:**

Name & Address	Telephone/Fax/Email	Role
Tony Cara/Richard Maffey Consumer Defense Law Group 1503 South Coast Dr., #100 Costa Mesa, CA 92626	Email: rmaffey@cdlawgroup.com	
John C. Steele STEELE, LLP 17272 Red Hill Ave Irvine, CA 92614	Email: jsteele@steelellp.com	Attorneys for Petitioner First American Title Insurance Company
Diala Debbas Aldridge / Pite, LLP 4375 Jutland Drive San Diego, CA 92117	Email: ddebbas@aldridgepite.com	
Walter C. Bornemeier John Fox ASSET RECOVERY, INC. 910 16 TH Street, #624 Denver, CO 90202	Email: JohnFox@assetrecoveryinc.com	
Andrew Davis The Hendricks Group D&P, LLC 440 E. Huntington Dr., #300 Arcadia, CA 91006	Email: andrew@hendricksgroupllc.com	
Tom Greco / Raven Jones O'HARA & GRECO A Law Corporation 25361 Commercentre Dr., #150 Lake Forest, CA 92630	Email: rjones@oharaandgrecolaw.com	
Noe Billy Barrios BRS Inc. P.O. Box 935 Long Beach, CA 90810	Email: bbar0207bb@hotmail.com	

- ☒ BY ELECTRONIC MAIL: I hereby certify that the above-entitled document(s) was transmitted via e-mail to the e-mail address(es) noted above. (Code of Civil Procedure § 1010.6 (a), Cal.R.Ct. 2.251.)
- ☐ BY FACSIMILE: I caused such document(s) to be delivery via facsimile on all parties listed herein at their respective most recent facsimile transmission number(s) of record in this action on this date.
- ☐ BY PERSONAL SERVICE: I delivered such envelopes(s) by hand to the office(s) of the addressee(s) named herein.

1 ☒ BY MAIL: I am familiar with the regular mail collection and processing practices of said business,
2 and in the ordinary course of business, the mail is enclosed in sealed envelopes with postage thereon
3 fully prepaid and deposited with the United States Postal Service that same day. I

4 ☒ STATE: I declare under penalty of perjury under the laws of the State of California that the above is
5 true and correct.

6 ☐ FEDERAL: I declare that I am employed in the office of a member of the bar of this Court at whose
7 direction the service was made.

8 Executed on December 5, 2022, at Los Angeles, California.

9 *Laurie Poladian*

10

Laurie Poladian